

EXHIBIT A

STATE OF MICHIGAN
THIRD JUDICIAL CIRCUIT
WAYNE COUNTY

SUMMONS

CASE NO.
21-002260-NF
Hon. Martha M. Snow

Court address : 2 Woodward Ave., Detroit MI 48226

Court telephone no.: 313-224-6889

Plaintiff's name(s), address(es), and telephone no(s)
SPANN, ELIJAH DEQUON

v

Defendant's name(s), address(es), and telephone no(s).
EMPIRE FIRE AND MARINE INSURANCE COMPANY

Plaintiff's attorney, bar no., address, and telephone no

Fahd Shuja Haque 78252
15565 Northland Dr Ste 202E
Southfield, MI 48075-5358**Instructions:** Check the items below that apply to you and provide any required information. Submit this form to the court clerk along with your complaint and, if necessary, a case inventory addendum (form MC 21). The summons section will be completed by the court clerk.**Domestic Relations Case**

- ☐ There are no pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.
- ☐ There is one or more pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint. I have separately filed a completed confidential case inventory (form MC 21) listing those cases.
- ☐ It is unknown if there are pending or resolved cases within the jurisdiction of the family division of the circuit court involving the family or family members of the person(s) who are the subject of the complaint.

Civil Case

- ☐ This is a business case in which all or part of the action includes a business or commercial dispute under MCL 600.8035
- ☐ MDHHS and a contracted health plan may have a right to recover expenses in this case. I certify that notice and a copy of the complaint will be provided to MDHHS and (if applicable) the contracted health plan in accordance with MCL 400.106(4).
- ☐ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has

been previously filed in ☐ this court, ☐ _____ Court,

where it was given case number _____ and assigned to Judge _____.

The action ☐ remains ☐ is no longer pending.

Summons section completed by court clerk.

SUMMONS

NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons and a copy of the complaint to **file a written answer with the court** and serve a copy on the other party **or take other lawful action with the court** (28 days if you were served by mail or you were served outside this state).
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.
4. If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

Issue date
2/18/2021Expiration date*
5/20/2021Court clerk
Carlita McMiller

Cathy M. Garrett- Wayne County Clerk.

*This summons is invalid unless served on or before its expiration date. This document must be sealed by the seal of the court.

MC 01 (9/19)

SUMMONS

MCR 1.109(D), MCR 2.102(B), MCR 2.103, MCR 2.104, MCR 2.105



SUMMONSCase No. : **21-002260-NF****PROOF OF SERVICE**

TO PROCESS SERVER: You are to serve the summons and complaint not later than 91 days from the date of filing or the date of expiration on the order for second summons. You must make and file your return with the court clerk. If you are unable to complete service you must return this original and all copies to the court clerk.

CERTIFICATE / AFFIDAVIT OF SERVICE / NONSERVICE☐ **OFFICER CERTIFICATE****OR**☐ **AFFIDAVIT OF PROCESS SERVER**

I certify that I am a sheriff, deputy sheriff, bailiff, appointed court officer, or attorney for a party (MCR 2.104[A][2]), and that: (notarization not required)

Being first duly sworn, I state that I am a legally competent adult, and I am not a party or an officer of a corporate party (MCR 2.103[A]), and that: (notarization required)

☐ I served personally a copy of the summons and complaint.

☐ I served by registered or certified mail (copy of return receipt attached) a copy of the summons and complaint, together with _____

_____ List all documents served with the Summons and Complaint

_____ on the defendant(s):

Defendant's name	Complete address(es) of service	Day, date, time

☐ I have personally attempted to serve the summons and complaint, together with any attachments, on the following defendant(s) and have been unable to complete service.

Defendant's name	Complete address(es) of service	Day, date, time

I declare under the penalties of perjury that this proof of service has been examined by me and that its contents are true to the best of my information, knowledge, and belief.

Service fee \$	Miles traveled \$	Fee \$	
Incorrect address fee \$	Miles traveled \$	Fee \$	Total fee \$

Signature _____

Name (type or print) _____

Title _____

Subscribed and sworn to before me on _____, _____ County, Michigan.
Date

My commission expires: _____ Date Signature: _____
Deputy court clerk/Notary public

Notary public, State of Michigan, County of _____

ACKNOWLEDGMENT OF SERVICE

I acknowledge that I have received service of the summons and complaint, together with _____ Attachments

_____ on _____
Day, date, time

_____ on behalf of _____

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WAYNE

ELIJAH DEQUON SPANN,

Plaintiff,

Case No. 21-
Hon.

-NF

vs.

EMPIRE FIRE AND MARINE
INSURANCE COMPANY,

Defendant.

HAQUE LEGAL, PLC
Fahd Haque (P78252)
Ahmad Berry (P84541)
15565 Northland Drive, Ste. 202E
Southfield, MI 48075
(248) 996-9954; (313) 989-4160
fahd@haquelegal.com
ahmad@haquelegal.com
nicole@haquelegal.com

There is no other pending or resolved civil
action arising out of the same transaction or
occurrence as alleged in the Complaint.

/s/ Fahd Haque
Fahd Haque (P78252)

COMPLAINT

NOW COMES, Plaintiff, ELIJAH DEQUON SPANN by and through their counsel,
HAQUE LEGAL, PLC, by FAHD HAQUE and AHMAD BERRY, and for their Complaint
in the above-captioned matter states as follows:

PARTIES AND JURISDICTION

1. Plaintiff, ELIJAH DEQUON SPANN, (from now on “ELIJAH SPANN”) at all relevant times hereto, is a resident of the City of Detroit, County of Wayne, State of Michigan.
2. Defendant, EMPIRE FIRE AND MARINE INSURANCE COMPANY (from now on referred to as “EMPIRE FIRE AND MARINE”), conducts as a regular and systematic part of its business in Wayne County, State of Michigan.
3. The jurisdiction exists in this court because of an automobile collision that occurred on or about 07/29/2019, at or near Conant Street and Belmont Street within the limits of the City of Hamtramck, County of Wayne, State of Michigan.
4. The amount in controversy exceeds Twenty-Five Thousand (\$25,000.00) Dollars, exclusive of interest, costs, and attorney fees.
5. The venue is appropriate in this Court according to MCL 600.1629.

**COUNT I- BREACH OF CONTRACT CLAIM AGAINST DEFENDANT,
EMPIRE FIRE AND MARINE INSURANCE COMPANY,
FOR FAILURE TO PAY
NO-FAULT PERSONAL PROTECTION INSURANCE BENEFITS**

6. Plaintiff incorporates by reference all the allegations as set forth above.
7. On or about 07/29/2019, Plaintiff, ELIJAH SPANN, was the driver of a 2019 Chevrolet Malibu, bearing license plate number DZD2204, and was traveling northbound on Conant Street at or near Conant Street and Belmont Street in Detroit, Michigan.
8. At that same and place, a negligent driver, Qixian Kuang, was operating a 2004 Toyota Corolla, bearing license plate DWL7149, and was heading eastbound on

Belmont Street and disregarded a posted stop sign; thereby causing a broadside collision to occur negligently.

9. Plaintiff was insured under provisions of a contract for No-Fault Insurance with Defendant, EMPIRE FIRE AND MARINE and under the provisions of said insurance policy and in accordance with the provisions of the No-Fault Insurance Act (No-Fault Act), MCL 500.3101 et seq, Defendant, EMPIRE FIRE AND MARINE, became obligated to pay No-Fault benefits for Plaintiff.
10. Under the terms and conditions of the automobile insurance policy, the Defendant became obligated to pay to, or on behalf of, the Plaintiff certain expenses or losses if the Plaintiff sustained bodily injury or death in an accident arising out of the ownership, operation, maintenance, or use of a motor vehicle.
11. That on or about 07/29/2019, in Wayne County, Michigan, the Plaintiff sustained accidental bodily injuries within the meaning of the Defendant's policy and the statutory provisions of MCL 500.3105. The Plaintiff's injuries include but are not limited to the brain, head, neck, cervical spine vertebrae fracture, right shoulder rotator cuff tear requiring surgery, left shoulder right hip, left hip, right knee, left knee, low back, as well as all other damages, injuries, and consequences that are found to be related to the automobile accident that develops during the course of discovery, requiring medical treatment and significant rehabilitation.
12. As a result of the subject accident, the Plaintiff has incurred the following:
 - a. Allowable expenses consisting of all reasonable charges incurred for reasonably necessary products, services and accommodations for Plaintiff's care, recovery, and rehabilitation according to MCLA 500.30171(1);
 - b. Work loss as provided by MCLA 500.3107(1)(b), MSA 13107[1][b];
 - c. Reasonable and necessary replacement services according to MCLA 500.3107(c); and

- d. Personal protection benefits following the applicable No-Fault provisions, including but not limited to, interest on overdue benefits, attorney fees, attendant care, prescriptions, and mileage reimbursement according to MCLA 500.3142 and MCLA 500.3107.
13. The Defendant discontinued or unreasonably denied payment to the Plaintiff for all or part of the aforementioned personal protection insurance benefits following the applicable law and contract provisions, even though said request has been made and said Defendant is knowledgeable of the claim and has received reasonable proof of the facts and the amount of the loss sustained by Plaintiff for more than 30 days.
 14. The refusal to pay benefits violates MCL 500.3142, *et seq*, thereby necessitated the institution of this lawsuit, and subjects the Defendant to damages available under said statute.

WHEREFORE, Plaintiff, ELIJAH DEQUON SPANN, respectfully requests that this Honorable Court enter a judgment in their favor and against the Defendant, EMPIRE FIRE AND MARINE INSURANCE COMPANY for damages above \$25,000.00, plus No-Fault statutory damages including, but not limited to statutory costs, interest, and attorney fees.

COUNT II- AGGRAVATION OF PRE-EXISTING CONDITION

15. Plaintiff adopts and incorporates by reference paragraphs 1 through 14, as though fully set forth herein.
16. Should it be determined that the Plaintiff previously suffered from any of the conditions above, then, in that case, the Plaintiff alleges that the accident above as hereinbefore set forth, aggravated, accelerated, or precipitated the injuries alleged herein.

WHEREFORE, Plaintiff, ELIJAH DEQUON SPANN respectfully requests that this Honorable Court enter a judgment in their favor and against the Defendant, EMPIRE FIRE AND MARINE INSURANCE COMPANY, for damages above \$25,000.00, plus No-Fault statutory damages including, but not limited to statutory costs, interest, and attorney fees.

Respectfully Submitted,

HAQUE LEGAL, PLC

By: /s/ Fahd Haque

Fahd Haque (P78252)

Ahmad Berry (P84541)

Attorneys for Plaintiff

15565 Northland Drive, Ste. 202E,
Southfield, MI 48075

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Dated: February 18, 2021



Haque Legal, PLC
15565 Northland Drive, Ste. 202E
Southfield, MI 48075



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East Lansing, MI 48823

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